

THE STATE OF TEXAS
COUNTY OF FORT BEND

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AMENDMENT TO SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Amendment of the Solid Waste and Recyclable Services Agreement (hereinafter referred to as "Amendment"), is made and entered into by and between the City of Missouri City, Texas (the "City"), a home-rule municipality, and Waste Corporation of Texas, L.P., a Delaware limited partnership and wholly-owned subsidiary of WCA Waste Corporation, a Delaware corporation (the "Contractor").

RECITALS

WHEREAS, on July 20, 2015, the City Council of the City of Missouri City authorized the negotiation and execution of the Solid Waste and Recycling Services Agreement (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated by reference herein as if set forth verbatim; and

WHEREAS, the Agreement was executed on or about September 9, 2015; and

WHEREAS, to address certain concerns of City residents, City Council desires to amend the Agreement to alter the size of carts to be utilized for recycling; and

WHEREAS, the City Council believes it is in the best interests of the residents of the City to enter into this Amendment;

NOW THEREFORE, in consideration of the foregoing, the Agreement between the City and the Contractor is hereby amended as follows:

- A. Subsection 8.02.1.xii is hereby deleted and substituted with the following: "95-gallon and 65-gallon Carts must be available. The default size for the Solid Waste Cart is a 95-gallon Cart. The default size for the Recycling Cart is a 65-gallon Cart."
- B. Subsection 8.02.2 is hereby deleted and substituted with the following: "The Contractor must provide each Residential Unit with a new 95-gallon Solid Waste Cart and a new 65-gallon Recycling Cart free of charge."

Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

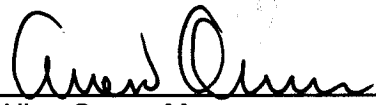
This Amendment shall be effective January 1, 2016, and shall terminate on December 31, 2022.

EXECUTION

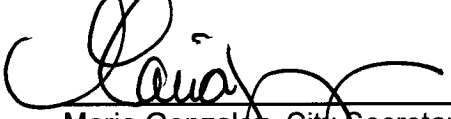
THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AMENDMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

Executed as of the 5th day of October, 2015.

CITY OF MISSOURI CITY


Allen Owen, Mayor


ATTEST:

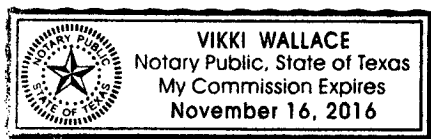

Maria Gonzalez, City Secretary

Executed as of the 5th day of October, 2015.



WCA WASTE CORPORATION OF TEXAS, L.P.


Matthew Graham, Regional Vice President



This instrument was acknowledged before me on this 5th day of October, 2015, by Matthew Graham, as Regional Vice-President of WCA Waste Corporation of Texas, L.P.

WITNESS MY HAND AND SEAL OF OFFICE


NOTARY PUBLIC

ATTACHMENT: Exhibit A Solid Waste and Recycling Services Agreement

ORIGINAL

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

This Solid Waste and Recycling Services Agreement ("Agreement"), made and entered into this ____ day of September 9, 2015, by and between the CITY OF MISSOURI CITY ("City"), a home-rule municipality of the State of Texas, and Waste Corporation of Texas, L.P., a Delaware limited partnership and wholly owned subsidiary of WCA, Waste Corporation, a Delaware corporation, which is duly authorized to do business in the State of Texas ("Contractor").

WHEREAS, the City issued a Request for Proposals # 120-15 (RFP) for Solid Waste and Recycling Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFP on or about May 19, 2015; and

WHEREAS, the City received and evaluated the proposals from vendors in response to the RFP; and

WHEREAS, the Contractor is duly qualified and in good standing to do business in the State of Texas and to do business wherever necessary to carry out the functions and operations contemplated by this Agreement; and

WHEREAS, the City has the authority to execute this Agreement; and

WHEREAS, the Contractor has the authority to enter into and perform its obligations under this Agreement; and

WHEREAS, the City desires to have the Contractor provide those services as specified hereinafter within the City, as specified hereinafter; and

WHEREAS, the Contractor desires to provide those services as specified hereinafter; and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. Subject to the terms and conditions of this Agreement, the Contractor shall provide: all personnel, labor, equipment, trucks, and all other items necessary for such services during the term of this Agreement.
2. The Agreement Documents shall include this Agreement and the following Exhibits, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:
 - a. Exhibit A – Performance Bond;
 - b. Exhibit B – Insurance Requirements;
 - c. Exhibit C – Contractor's Fees for Services; and
 - d. Exhibit D – Recyclable Materials Characterization Audit
 - e. Any addenda or changes to the foregoing documents agreed to by the Parties hereto in accordance with Section 3 below.
3. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Agreement shall be made except upon written consent of the Parties. No amendment shall be construed to release either Party from any

obligation of the Agreement Documents, except as specifically provided for in such amendment.

4. Subject to the provisions of this Agreement and the City Council's enactment of an ordinance providing for exclusive services for those services as specified hereinafter as exclusive to the Contractor, the Contractor shall have, during the term of this Agreement, the right and privilege to use the City's streets and right-of-ways within the corporate limits of the City to provide such services, except as explicitly excluded: (1) under this Agreement, (2) by state or federal laws or regulations, (3) by city ordinances, or (4) by court order. The Contractor must provide Services to Customers located within land annexed into the City's corporate boundaries during the term of this Agreement, in accordance with the terms herein if:
 - a. The City requests that the Contractor provide Services pursuant to this Agreement;
 - b. The annexed land has or will require Services; and
 - c. The law allows the City to provide Services to the Customers within the annexed land.
5. Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement shall be from 12:00 AM, Central Time on January 1, 2016 ("Commencement Date") until 11:59 PM, Central Time on December 31, 2022. This provision in no way limits the City's authority to terminate this Agreement at any time during the initial term pursuant to the provisions in this Agreement.
6. After the initial term, the City may extend this Agreement annually, up to three (3) additional one (1) year terms. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Agreement exercise such optional renewal term by such notice. This provision in no way limits the City's authority to terminate this Agreement at any time during any optional renewal term pursuant to the provisions in this Agreement.

IN WITNESS WHEREOF, Charles W. Atkinson, Jr. City Manager of the City of Missouri City, hereunto subscribed his name, and Charles W. Atkinson, Jr. Authorized Agent of the Contractor has also hereunto subscribed his name on the dates set forth after their respective signatures.



ATTEST:

Maria Gonzalez
Maria Gonzalez, City Secretary

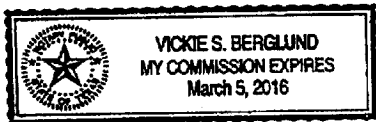
CITY OF MISSOURI CITY

BY: Charles W. Atkinson, Jr.
Charles W. Atkinson, Jr., City Manager

Date: 10-1, 2015

This instrument was acknowledged before me on this 1 day of October, 2015, by Charles A. Williams, as City Manager, and attested by Maria Gonzalez, as City Secretary of the City of Missouri City, Texas.

WITNESS MY HAND AND SEAL OF OFFICE



Vickie S. Berglund
Notary Public, State of Texas

CONTRACTOR

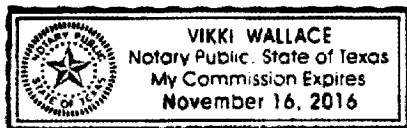
WITNESSES:

Trevor Royal
Rosalinda Sanchez

Contractor: WCA Waste Corporation
of Texas, LP.
BY: M. Graham [Title] RVP
Date: September 17, 2015

This instrument was acknowledged before me on this 17th day of September, 2015, by Math Graham, as [Title] of Regional Vice President, and witnessed by Trevor Royal and Rosalinda Sanchez.

WITNESS MY HAND AND SEAL OF OFFICE



Vikki Wallace 11/16/16
NOTARY PUBLIC

1.0 DEFINITIONS

- 1.01 Acceptable Solid Waste – Solid Waste which is not Unacceptable Solid Waste and which shall be Collected by the Contractor pursuant to this Agreement.
- 1.02 Agreement – This document, including any written attachment thereto as agreed upon by the City and the Contractor.
- 1.03 Agreement Year – The period beginning January 1st and ending on December 31st of each year for the term of the Agreement.
- 1.04 Applicable Law – Any permits, licenses, and approvals, issued for or with respect to the Contractor, equipment utilized by the Contractor, properties (or any component thereof) utilized by the Contractor, or the performance of the Contractor's obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency, and/or court of competent jurisdiction that relates to or affects the City, the Contractor, any of their equipment or

any properties (or any component thereof) utilized by the Contractor or the performance of the Contractor's obligations hereunder.

- 1.05 Basic Service – For City Program, Basic Service includes (1) twice per week Solid Waste Services; (2) once per every other week Program Recyclable Materials Services; (3) once per week Yard Trimmings Services; and (3) once per every other week Bulky Waste Services.
- 1.06 Brush – Yard Trimmings that cannot be easily contained in a Yard Trimmings Bag, Bundle, or Can.
- 1.07 Bulky Waste – Acceptable Solid Waste generated at a Residential Unit that are not easily contained in a Cart such as White Goods, appliances, furniture, household equipment, swing sets, bicycles (without tires), scrap metal, copper, and other items not easily contained in a Cart.
- 1.08 Bulky Waste Services – The Collection and Disposal of Bulky Waste.
- 1.09 Bundle – Yard Trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or forty (40) lbs. in weight.
- 1.10 Business Day – Any day, Monday through Friday, from 8:00 A.M. Central Time to 5:00 P.M. Central Time, which is not a designated holiday under this Agreement.
- 1.11 Can – A receptacle owned by the Customer used for Yard Trimmings Service.
- 1.12 Cart – A receptacle equipped with wheels, a bar, and an RFID tag (UHF), with a capacity of approximately ninety-five (95) gallons or sixty-five (65) gallons designed to be mechanically dumped into a loader-packer type truck by a fully-automated truck arm (ANSI Z245.60 Type G) and semi-automated truck tipper (ANSI Z245.60 Type B), purchased with a ten (10) year manufacturer's warranty, and approved for use by the City.
- 1.13 CFCs – Chlorofluorocarbon refrigerants usually contained in refrigerators, window air conditioners, icemakers and freezers.
- 1.14 City – The City of Missouri City, Texas, a municipal corporation, includes City officers, elected officials, employees, agents, volunteers and representatives.
- 1.15 City Program – The City approved program, including but not limited to Basic Services, to be provided by Contractor to Residential Units designated by the City to receive Services.
- 1.16 Collect or Collection – The act of removing Acceptable Solid Waste or Bulky Waste for transport to a Disposal Site, or the act of removing Program Recyclable Materials or Yard Trimmings for transport to a Processing Facility.
- 1.17 Commencement Date – January 1, 2016, the date on which the Contractor shall begin performing the Services in accordance with this Agreement.
- 1.18 Commercial Container – A Cart, Dumpster, Dumpster Compactor, Roll-off, or Roll-off Compactor.

- 1.19 Commercial Unit – All premises, locations or entities, public or private, requiring Collection services within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.
- 1.20 Construction or Demolition Waste – Waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.21 Contamination – The existence of any material or substance on or contained in Recyclable Materials other than Recyclable Materials, or the existence of any material or substance on or contained in Yard Trimmings other than Yard Trimmings.
- 1.22 Contract Administrator – The person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.23 Contractor – Waste Corporation of Texas, L.P., a wholly-owned subsidiary of WCA, Waste Corporation, its employees, officers, agents, successors and assigns.
- 1.24 Contractor Representative – An employee of the Contractor designated in charge of the Contractor's operations under the Agreement and who is authorized to make decisions and act on the Contractor's behalf.
- 1.25 Curbside – The location designated by the Contract Administrator for Collection from a Residential Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including any alley, and outside fence except as authorized otherwise by this Agreement.
- 1.26 Customer – The City, the owner or tenant of a Residential Unit, or Commercial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of services provided by Contractor under this Agreement.
- 1.27 Dispose or Disposal – The discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or noncontainerized) into or on any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. The Contractor shall dispose of materials at a Disposal Site.
- 1.28 Disposal Site – A Landfill or other Solid Waste management facility permitted under all Applicable Law to Dispose of Solid Waste. Contractor shall Dispose of all Solid Waste at a Disposal Site.
- 1.29 Dumpster – A metal receptacle with a tight fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed for (1) storage of Solid Waste or Recyclable Materials at a Commercial Unit and (2) to be lifted and emptied mechanically.
- 1.30 Dumpster Compactor – Any Dumpster, regardless of size, which has a compaction mechanism, whether stationary or mobile.

- 1.31 Garbage – Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.
- 1.32 Hazardous Waste – Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.
- 1.33 Landfill – A Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 1.34 Large Dead Animals – Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 1.35 Missed Collection – A collection that was not provided as scheduled.
- 1.36 Medical Waste – Treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.37 Municipal Facility – Any City owned or operated facility designated by the City as a Municipal Facility to receive Municipal Facility Services under this Agreement. The City has the sole authority to add or eliminate any Municipal Facility to receive Municipal Facility Services.
- 1.38 Party – The City or the Contractor.
- 1.39 Process or Processed or Processing – Recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets and recovery of Yard Trimmings, treatment into mulch or compost or alternative daily cover, and marketing of mulch or compost to end markets.
- 1.40 Processing Facility – A facility permitted under all applicable local, state, and federal laws and regulations for Processing of Recyclable Materials and/or Yard Trimmings. The Processing Facility shall be selected by the Contractor.
- 1.41 Producer – An owner, operator or occupant of a Commercial Unit, Residential Unit, or Municipal Facility who generates Solid Waste or Recyclable Materials.

- 1.42 Program Recyclable Materials – Excludes glass bottles, cullet and composite glass materials, which shall constitute Solid Waste if any such materials are disposed of by a Customer, and includes the following Recyclable Material:
- 1.42.1 Paper: Newspaper (including inserts), cardboard, magazines, catalogs, phonebooks, mail, envelopes, paperback books, paper bags/Kraft, Chip board (food boxes), carrier stock (beverage cases), milk/juice cartons, office, computer, notebook, gift wrap paper, and other uncontaminated paper products.
 - 1.42.2 Plastic: Plastic bottles, jugs, buckets, and containers no larger than 5 gallons with #1 - #7 resin code (excluding #6 polystyrene and all types of plastic film).
 - 1.42.3 Metal: Food and beverage aluminum cans and bottles, aluminum food trays and foil, steel and tin cans, metal pots and pans, gutters, copper, and scrap.
 - 1.42.4 Aseptic and Gable Top Containers: Packaging milk cartons, juice cartons, juice and drink boxes without the straws.
- 1.43 Program Recyclable Materials Services – The Collection and Processing of Program Recyclable Materials.
- 1.44 Recovered Materials – Recyclable Materials which have been Processed to market specifications.
- 1.45 Recyclable Material – Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled, whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.
- 1.46 Recycling – A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are Collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.
- 1.47 Recycling Drop-Off Center – A location, either temporary or permanent, in which the City establishes to receive Recyclable Materials.
- 1.48 Recycling Services – Program Recyclable Materials Services and Yard Trimmings Services..
- 1.49 Refuse – Rubbish.
- 1.50 Residential Unit – A dwelling within the corporate limits of the City not utilizing on-site community Solid Waste Dumpsters. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each separate single-family dwelling unit within any dwelling shall be deemed a separate Residential Unit for billing purposes.

- 1.51 Roll-off – A metal receptacle with a minimum capacity of approximately ten (10) cubic yards, and a maximum capacity of forty (40) cubic yards, intended for high-volume generation of Solid Waste, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle.
- 1.52 Roll-off Compactor – Any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.53 Rubbish – Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.54 Scheduled Collection Day – The specific day or days of the week on which Collection shall be provided by the Contractor to the Customer.
- 1.55 Set out – Material(s) placed by a Customer for Collection by the Contractor.
- 1.56 Services – Consist of Solid Waste Services and Recycling Services.
- 1.57 Solid Waste – Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- 1.57.1 Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - 1.57.2 Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
 - 1.57.3 Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.).
- 1.58 Solid Waste Bag – Non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Solid Waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Solid Waste Bag and its contents shall not exceed forty (40) pounds.
- 1.59 Solid Waste Services – The Collection and Disposal of Acceptable Solid Waste including, but not limited to, Bulky Waste.
- 1.60 Special Event – An event sponsored or co-sponsored by the City.

- 1.61 Special Waste – Any Solid Waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, Processed, or Disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special waste includes waste defined by 30 TAC § 330.3.
- 1.62 Temporary – Not to exceed thirty (30) days.
- 1.63 Unacceptable Set-out – A Set-out that does not comply with the requirements of this Agreement.
- 1.64 Unacceptable Set-out Notice – A public education notice developed by the Contractor, approved by the City, and printed and distributed by the Contractor.
- 1.65 Unacceptable Waste – Any Solid Waste, the acceptance and handling of which by the Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Hazardous Waste (except waste the Contractor is authorized to Collect and Process or Dispose), Special Waste (except as otherwise provided herein), untreated Medical Waste, Large Dead Animals, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.66 White Goods – Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.67 Yard Trimmings – Cuttings or trimmings from trees, shrubs, or lawns, and similar materials such as grass, leaves, flowers, stalks, stems, tree trimmings, and branches.
- 1.68 Yard Trimmings Bag – Kraft bag or other sack authorized by the Yard Trimmings Processing Facility, designed to store Yard Trimmings with sufficient wall strength to maintain physical integrity when lifted.
- 1.69 Yard Trimmings Services – The Collection and Processing of Yard Trimmings.

2.0 SCOPE OF SERVICES– GENERAL

2.01 Services Covered by this Agreement.

2.01.1 General. The services under this Agreement shall consist of all the supervision, materials, equipment, labor and all other items necessary to provide Solid Waste Services and Recycling Services as specified by the City in accordance with this Agreement and the applicable City ordinances.

2.01.2 Services Not Covered By Agreement. The services excluded under this Agreement:

- i. The Collection or Disposal of Unacceptable Waste; and
- ii. Private entity that contracts to provide Temporary Solid Waste Services to a construction project.

- 2.02 Services Beyond Scope of this Agreement. The Contractor may provide any services to Producers not included within the scope of this Agreement and under such terms and conditions as may be mutually agreed upon by the Contractor and such Producers. However, this Agreement does not require such Producers to use the Contractor for such services.

3.0 COLLECTION OPERATIONS – RESIDENTIAL UNITS

3.01 City Program.

- 3.01.1 General. The Contractor shall provide City Program Solid Waste Services and Recycling Services to the following Residential Units:
- Any Residential Unit receiving Solid Waste Services via a City contract prior to the Commencement Date;
 - Any Residential Unit required, per City of Missouri City Code of Ordinances Section 78-31(b)(2), to receive Services via the City Program; and
 - Any Residential Unit voluntarily transitioning to receiving services via the City Program.
- 3.01.2 Acceptable Solid Waste Collection. The Contractor shall Collect from each City Program Residential Unit, each Monday and Thursday or Tuesday and Friday, all Acceptable Solid Waste contained in that Residential Unit's Solid Waste Cart(s) per Scheduled Collection Day.
- 3.01.3 Bulky Waste Collection. The Contractor shall Collect from each City Program Residential Unit, once every other week on the first Scheduled Collection Day such Residential Unit receives Acceptable Solid Waste Collection, the greater of four (4) Bulky Waste items or five (5) cubic yards of Bulky Waste placed at the curb that are in compliance with this Agreement and the City ordinances on the first pass by the home.
- 3.01.4 Program Recyclable Materials Collection. The Contractor shall Collect from each City Program Residential Unit, once every other week on the same Scheduled Collection Day such Residential Unit receives Bulky Waste Collection, all Program Recyclable Materials in, under, or adjacent to that Residential Unit's Recycling Cart per Scheduled Collection Day.
- 3.01.5 Yard Trimmings Collection. The Contractor shall Collect from each City Program Residential Unit, once per week on the day of the week such Residential Unit receives Bulky Waste Collection and Program Recyclable Materials Collection, all Yard Trimmings in Yard Trimming Bags, Bundles, or Yard Trimmings Cans and all Christmas Trees per Scheduled Collection Day.
- 3.02 Roll-off Services. Upon request of a Residential Unit, the Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-off(s) and Roll-off Compactor(s). The Contractor and Customer shall mutually decide on the number and size of Roll-offs and Roll-off Compactors.
- 3.03 Procedures for Transition to City Program. City or Customer shall provide Contractor one hundred eighty (180) calendar days' notice of any Customer transitioning to City Program under Section 3.01.1(ii) or (iii) unless a shorter notice is agreed to by Contract Administrator and Contractor Representative.

4.0 COLLECTION OPERATIONS – COMMERCIAL UNITS AND MUNICIPAL FACILITIES

- 4.01 General. The Contractor shall provide the following:
 - 4.1.1 Regular Collection of Acceptable Solid Waste for all Commercial Units and Municipal Facilities according to the schedule agreed upon between the Customer and the Contractor except as provided in this Agreement; and
 - 4.1.2 Upon request of a Commercial Unit and Municipal Facilities, regular Collection of Program Recyclable Materials for such Customer according to the schedule agreed upon between the Commercial Unit and the Customer except as provided in this Agreement.
- 4.02 Acceptable Solid Waste Collection. For Commercial Units and Municipal Facilities requesting Acceptable Solid Waste Collection via Commercial Container(s), the Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. The Contractor and Customer shall mutually decide on the number and size of Commercial Containers adequate service to ensure Acceptable Solid Waste is removed according to the City ordinances and any other applicable law. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- 4.03 Program Recyclable Materials Collection. For Commercial Units and Municipal Facilities requesting Program Recyclable Materials Collection via Commercial Container(s), the Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in Commercial Containers per Scheduled Collection Day. The Contractor and Customer shall mutually decide on the number and size of Commercial Containers to ensure Program Recyclable Materials are removed according to the City ordinances and any other applicable law. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

5.0 COLLECTION OPERATIONS – SPECIAL EVENTS SERVICES

- 5.01 At the City's request, the Contractor shall provide Collections for the annual City-wide litter collection/trash-off event and holiday trees collection at no charge to the City. The Contractor shall provide all collection, disposal, and recycling at no charge to the City for those events.
- 5.02 The City shall give, at a minimum, two (2) weeks advance notice of when services will be needed for a Special Event.
- 5.03 The Contractor must provide a maximum of two hundred (200) event boxes and liners per Agreement Year.

6.0 COLLECTION OPERATIONS – GENERAL PROVISIONS

- 6.01 Hours of Operation. Collection shall be provided from Monday through Saturday between 7:00 AM, Central Time and 7:00 PM, Central Time. No Collection shall be made on Sunday, except during a week that contains a holiday. Exceptions to hours of operation shall be effected only upon the mutual agreement of the City and the

Contractor. The City reserves the right to restrict the hours of operation based on Customer complaints.

- 6.02 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday occurs on a Scheduled Collection Day for a Residential Unit, the Contractor shall perform the Collection that was to occur on the Scheduled Collection day for the holiday and the remainder of the week ending on Friday on the next calendar day after the Scheduled Collection Day. For Commercial Units, if a holiday occurs on a Scheduled Collection Day, the Contractor shall perform the Collection for such Customer at the sole discretion of the Customer on the holiday or the next calendar day after the holiday.
- 6.03 Collection Location. The Contractor shall Collect Set-outs Curbside from Residential Units except as provided otherwise in this Agreement. The Contractor shall provide Collection to other Customers at a location reasonably acceptable to Contractor and Customer and subject to approval of Contract Administrator. Collection locations shall not interfere with or endanger the movement of vehicles or pedestrians. Contractor shall return all Cans, Carts and Commercial Containers to approximately the original location. The Contractor will ensure that all Commercial Container enclosures are closed after being serviced.
- 6.04 House Side Service. The Contractor shall, at the Customer's request and at no additional cost, provide house side service for Acceptable Solid Waste and Program Recyclable Materials to any resident the Contractor has determined to be physically unable to place Set-outs curbside for Collection, provided such resident occupies a Residential Unit covered by the Scope of Service under this Agreement. Within two (2) Business Days of Customer's request, Contractor shall approve or reject the request and notify Contract Administrator via email of the Contractor's approval or rejection of such request.
- 6.05 Process for Tagging. The Contractor shall Tag items placed for collection that are not collectable under the terms of this Agreement. The Contractor shall promptly notify the City of the address where the tagged item is located by no later than by 10:00 AM, Central Time, the next Business Day.
- 6.06 Routes and Collection.
- 6.06.1 Collection shall occur in a routine manner, following established routes.
- 6.06.2 The Contractor is responsible for providing Collection to Customers affected by impediments such as house repair/construction, street repair/construction, vehicles parked in the street, and/or utility repair/construction. The Contractor shall notify the City of the specific locations where such impediments routinely hinder Collection.
- 6.06.3 If access to a Commercial Container is blocked, the Contractor's driver must radio the Contractor's dispatcher. A call must be placed to the Customer's location describing the obstruction, the driver must wait until the Customer is contacted and the obstruction cleared. If not cleared within ten (10) minutes, the driver may proceed on route without Collecting such Commercial Container.

6.06.4 Residential Unit collection routes shall be established by the Contractor and shall be submitted to the City.

6.06.5 The Contractor shall submit a map designating the Residential Unit Collection routes to the City at least ninety (90) days in advance of the Commencement Date. The maps will detail each Collection route and show the starting point, general starting time, general direction of travel, and the ending point. The Contractor shall maintain on its internet website a map clearly show all pertinent information such as routes, schedules, and times of services.

6.06.6 The Contractor shall not amend, change, or alter the Residential Unit Collection route without Contract Administrator's approval. If the Contract Administrator approves an amendment, change, or alteration to a Residential Unit Collection route, the Contractor shall promptly notify the affected Residential Units of the change in schedule or route and the anticipated affect on the Collection time. Written notification to the affected Residential Units shall be mailed directly to the Residential Unit Customers.

6.07 Missed Collections. The Contractor shall notify the City by 4:00 PM, Central Time when a route may not be completed before 7:00 PM, Central Time. The Contractor shall notify the City immediately upon discovering a street, portion of a route, or a complete route was not Collected as scheduled. When notification of a Missed Collection is received by the Contractor before 4:00PM, Central Time and such allegations cannot be disproved by GPS documenting Contractor attempted to provide Services to such Customer, the Contractor shall arrange for Collection on the next Business Day after receipt of such complaint, the Contractor shall dispatch a truck and provide the Collection before 7:00 PM, Central Time on the same day. When notification of a Missed Collection is received by the Contractor after 4:00 PM, Central Time and such allegations cannot be disproved, the Contractor shall provide Collection within the next 24 hours and inform all residents impacted by such Missed Collection of the time the corrective Collection will be provided. When notification of a Missed Collection is received after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the Contractor shall provide Collection within the first three (3) hours of the day after the holiday.

6.08 Inspection of Set-outs and Unacceptable Set-outs.

6.08.1 The Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Agreement.

6.08.2 Prior to Collection of the Set-out, the Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- i. A Set-out exceeds the Set-out limits as established in this Agreement;
- ii. A Set-out of Recyclable Materials that contains more than twenty-five (25%) percent of non-Recyclable Materials by weight; or
- iii. A Set-out of Yard Trimmings that contains more than ten (10%) percent of non-Yard Trimmings by volume.

6.08.3 The Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this Agreement.

6.08.4 If the Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this Agreement, the Contractor shall:

- iv. Collect the portion of the Set-out that is properly Set-out; and
- v. Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unacceptable Set-out.

6.08.5 For all Unacceptable Set-outs, the Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by the City to the City by 10:00 AM, Central Time, the next Business Day.

6.09 Spills, Leaks, and Litter. The Contractor shall exercise care to prevent spilling, leaks and littering during the Collection process. The Contractor shall ensure all materials hauled by the Contractor are contained, tied, or enclosed to prevent spilling, leaking and littering. The Contractor shall pick up and clean up any and all items spilled, leaked and littered by Contractor's vehicles, or by Contractor's employees or subcontractors while performing services under this Agreement. The Contractor shall immediately pick up and clean up all spills, leaks and litter resulting from Contractor's vehicles, or by Contractor's employees or subcontractors while performing services under this Agreement. Each vehicle shall be equipped with the proper tools to adequately clean up any spillage.

7.0 DISPOSAL AND PROCESSING SERVICES

7.01 General.

7.01.1 Contractor shall have and maintain during the term hereof, adequate Disposal and Processing capacity for the City's needs.

7.01.2 All Solid Waste Collected within under this Agreement shall be Disposed at a Disposal Site properly authorized under all applicable federal, state and local laws. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site.

7.01.3 All Recyclable Materials and Yard Trimmings Collected under this Agreement shall be Processed at a Processing Facility properly authorized under all applicable federal, state and local laws. The Contractor shall negotiate directly with the Owner/Operator of the Processing Facility for permission to use the Processing Facility.

7.01.4 The Contractor shall provide the City with a list of the designated Disposal Sites and Processing Facilities that will accept materials Collected under this Agreement.

7.01.5 The Contractor shall ensure that each Disposal Site and Processing Facility location maintains adequate sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles. The Contractor shall ensure that the Disposal Site and Processing Facility locations maintain a record containing the gross weight, tare weight, net weight, date,

time, and vehicle identification of each vehicle entering and exiting the Disposal Site or Processing Facility.

7.01.6 The Contractor shall ensure that the Disposal Site and Processing Facility weigh, record, and tabulate materials from the City and other generators separately.

7.01.7 The Contractor shall ensure that the Disposal Site and Processing Facility test the scales as required by applicable law. At a minimum, the Contractor shall ensure the locations test the scales every six (6) months. If the scales are unavailable during hours of operation, the Contractor shall use the average weight for the route and load of the day from the previous calendar month.

7.02 Disposal of Collected Materials. Excluding Roll-off and Roll-off Compactors, the Contractor agrees that the then-current rate schedule as reflected in Exhibit C includes the costs for Disposal of Acceptable Solid Waste and Bulky Waste Collected by Contractor. Disposal of material Collected via Roll-off shall be in accordance with the then current Disposal Fee as reflected in Exhibit C. Unless explicitly authorized in this Agreement, Contractor agrees Contractor shall be solely responsible for the costs for Disposal of Solid Waste Collected from Municipal Facility Services by Contractor.

7.03 Processing of Collected Materials.

7.03.1 Program Recyclable Materials. Customers may Set-out Single Stream Program Recyclable Materials for Collection. Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly.

7.03.2 Yard Trimmings. Contractor shall process all Yard Trimmings Collected for Recycling into mulch and/or compost and/or alternative daily cover.

7.03.3 Processing Costs. Excluding Roll-off and Roll-off Compactors, Contractor agrees that the rate schedule reflected in Exhibit C, and any authorized subsequent amendments thereto includes the costs for Processing materials Collected by Contractor. Processing of material Collected via Roll-off and Roll-off Compactors shall be in accordance with the then current Processing Fee as reflected in Exhibit C. Unless explicitly authorized in this Agreement, Contractor agrees Contractor shall be solely responsible for the costs for Processing of materials Collected from City Services by Contractor.

8.0 EQUIPMENT REQUIREMENTS

8.01 General.

8.01.1 The Contractor shall provide the City with a communication device (radio or equivalent) for direct field contact with the Contractor's local dispatch office or route service personnel.

- 8.01.2 The Contractor shall provide and maintain a fleet of Collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this Agreement during peak and non-peak seasons.
- 8.01.3 Each vehicle shall be ten (10) years old or less and the average age of frontline collection vehicle fleet assigned to the City shall be seven (7) years old or less.
- 8.01.4 The Contractor shall provide, at all times, well-maintained vehicles and equipment.
- 8.01.5 The Contractor shall keep all Collection vehicles in good repair, clean, and sanitary, and free of leaks and excessive emission.
- 8.01.6 All vehicles and equipment used by the Contractor for the collection shall be clearly marked with the Contractor's name in letters of a size sufficient to reasonably identify the vehicle and equipment, but not less than five (5) inches in height.
- 8.01.7 The Contractor shall assign each of its vehicles an identifying number and shall mark the identifying number upon each vehicle in two (2) prominent locations, as approved by the City, in a size not less than five (5) inches in height.
- 8.01.8 The Contractor's name and telephone number shall be clearly marked on both sides of each vehicle.
- 8.01.9 All vehicles and equipment shall have the color(s) and be decorated as approved by the City.
- 8.01.10 The Contractor shall operate all vehicles and equipment in compliance with all laws and manufacturers' specifications.
- 8.01.11 All vehicles used for the Collection of Recyclable Materials will display Recycling signage clearly identifiable by the public, as approved by the City.
- 8.01.12 The Contractor shall provide diversion and/or Recycling information on the side of vehicles used to collect Recyclable Materials in the City in a format approved by the City.
- 8.01.13 Annually on or before January 1, the Contractor shall provide the City with a list of vehicles and equipment that will be used to service this Agreement and shall notify the City of any deletions and additions from the previous twelve-month period. The Contractor must include the age of each vehicle and equipment on the list.
- 8.01.14 The Contractor shall not utilize Collection trucks greater than twenty-six (26) cubic yard for alley collections.

- 8.01.15 Excluding Roll-off Collection, the Contractor shall provide Collection using sealed packer-type trucks and such equipment shall not be allowed to leak nor scatter any materials. For Roll-off Collection, the Contractor shall provide Collection using vehicles equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing, or scattering of materials. The Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if the contents are likely to be scattered. The Contractor shall not overload the Collection vehicles as to scatter material.
- 8.01.16 No third-party advertising shall be permitted on the Contractor's vehicles or Collection equipment.
- 8.01.17 The Contractor shall wash the Collection vehicles and equipment and sanitized them with suitable disinfectant and deodorant at least once a month.
- 8.01.18 The City may inspect the Contractor's equipment at any time to ensure compliance with this Agreement. Upon notification from the City, the Contractor shall be required to repair or replace equipment that is no longer in good repair or condition.

8.02 Carts.

- 8.02.1 The Contractor shall, at its sole cost and expense, purchase all new Carts, including Solid Waste Carts and Recycling Carts, necessary to adequately, efficiently, and properly provide the services to Residential Units in accordance with this Agreement. Carts must meet all of the following requirements:
- i. Carts must be colored to differentiate Solid Waste Services from Program Recyclable Materials Services. Carts must be uniform in color. Colors must be approved by the City.
 - ii. Carts must be of high-quality and durability with a ten-year warranty.
 - iii. Cart markings must be approved by the City.
 - iv. Carts must be equipped with passive radio frequency identification (RFID) tag utilizing ultra high frequency (UHF) range;
 - v. Carts must have City-provided Customer service phone number permanently stamped (using hot stamp or other similar process) on the lid of the cart;
 - vi. Recycling Carts must have full-color in-mold label (as approved by Contract Administrator) on the lid of the cart of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches;
 - vii. Carts must be without Contractor logo or other information;
 - viii. Carts must comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
 - ix. Carts must be equipped with a metal lift bar (replaceable if damaged); and
 - x. Carts must be either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.
 - xi. Carts may, at the City's sole discretion, become the property of the City at the termination of the Agreement.

- xii. Carts must be available in two (2) size options of 95-gallon or 65-gallon. The default size is 95-gallon for the Solid Waste Cart and 95-gallon for the Recyclables Cart.

- 8.02.2 The Contractor must provide each Residential Unit with a new 95 gallon Solid Waste Cart and Recycling Cart free of charge.
- 8.02.3 The Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator.
- 8.02.4 The Contractor shall, at its sole cost and expense, assemble and distribute Cart(s) to Customers prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator.
- 8.02.5 For Carts delivered by the Contractor, Contractor shall:
 - i. Attach a Program Introduction Notice to each Cart prior to delivery to Residential Unit; and
 - ii. Electronically record the RFID tag number assigned to the Cart and the name and address to which the Cart was delivered.
- 8.02.6 The Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment.
- 8.02.7 The Contractor shall be solely responsible for the maintenance, including warranty issues, of Carts.
- 8.02.8 The Contractor shall provide a monthly report to Contract Administrator detailing the Carts delivered and maintenance provided to Carts and provide a monthly report to Contract Administrator for the term of the Agreement.
- 8.02.9 Upon the request of a Customer, Contractor shall provide and deliver, at Contractor's sole cost, (i) an additional 95 gallon Recycling Cart, (ii) a 95 gallon Solid Waste or Recycling Cart to replace a 65 gallon Solid Waste or Recycling Cart that meets requirements of this Agreement or a 65 gallon Solid Waste or Recycling Cart to replace a 95 gallon Solid Waste or Recycling Cart that meets requirements of this Agreement, (iii) a replacement Cart if the assigned Cart is stolen and Customer provides a police report, or (iv) a replacement Cart if the assigned Cart is damaged beyond repair due to Contractor.
- 8.02.10 For any other cause other than those in Section 8.02.11, Contractor shall provide and deliver a Solid Waste Cart upon the request of a Customer for a fee of \$95.00 per Cart.

8.03 Commercial Containers.

- 8.03.1 The Contractor shall provide appropriate Commercial Containers for Collection of Solid Waste and Recyclable Materials, subject to the following requirements:
 - i. All such Commercial Containers shall be equipped with suitable covers to prevent the scattering of the Commercial Container's contents while in transit or in the Customer's location;
 - ii. All such Commercial Containers shall be in good repair and condition;

- iii. All such Commercial Containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two (2) inches in height; and
- iv. The Casters must be made available upon request for 2, 3, and 4 cubic yard Commercial Containers only.

8.03.2 The Contractor shall exchange Commercial Containers as needed or as deemed necessary by the City.

8.03.3 The Contractor shall maintain all Commercial Containers in the City-approved single color or color scheme.

8.03.4 The Contractor shall replace or repaint all previously owned or used Commercial Containers using the City-approved single color or color scheme within six months or the latest date of the dates this Agreement is executed by both Parties.

8.03.5 The Contractor shall exchange Commercial Containers that have been damaged within 48 hours of notification. If an unsightly condition develops due to fire, paint, or other causes, the Contractor shall exchange Commercial Container upon the City's request.

8.03.6 The Contractor shall maintain a sufficient inventory of Commercial Containers to respond, in a prompt manner, to the City's and Customer's needs for replacements or new service.

9.0 HUMAN RESOURCES AND LABOR FORCE

9.01 The Contractor shall assure that employees serve the public in a courteous, helpful, and impartial manner.

9.02 The Contractor shall outfit each employee in a uniform that clearly identifies him/her as a representative of the Contractor. The name of supervisory employees and drivers shall be clearly visible on the front.

9.03 The Contractor shall provide each employee with appropriate safety equipment.

9.04 The Contractor shall assure that all employees are properly trained in safe operations and have sufficient skill, ability, and experience to properly perform the duties to which they are assigned.

9.05 The Contractor shall conduct background checks on all employees. The Contractor shall utilize information contained in such background checks to make appropriate hiring decisions.

9.06 The Contractor shall employ superintendents, foremen, and workers who are careful, competent, and fully qualified to perform the duties or tasks assigned to them.

9.07 The Contractor shall provide a written report to the City outlining complete details of any allegation that Contractor's employee(s) was wanton, discourteous, belligerent, profane, or in any way intimidating, either physically or verbally. The Contractor's report shall also include the name and title of the employee and disciplinary action taken.

- 9.08 The City shall have the right to request that an employee be barred from further work for the Contractor in connection with this Agreement for reasons including: wanton, discourteous, belligerent, or unsafe behavior. Upon receipt of the City's request, the Contractor shall perform an investigation and respond to the City within forty-eight (48) hours of the request.

10.0 CONTRACTOR'S LOCAL, INQUIRIES AND COMPLAINTS, AND PROPERTY DAMAGE

- 10.01 The Contractor shall maintain an office within fifty (50) miles of the City for handling all Customer complaints and any other calls regarding the Collection service provided by the Contractor. The office shall be adequately staffed and equipped to meet the specifications of this Agreement. The City shall provide a phone number, to be owned and retained by the City during the term of this Agreement and after the termination or expiration of this Agreement, for Customer service calls. The City shall automatically forward calls to such number to the Contractor. The Contractor agrees to keep said phone number available for calls from 7:00 a.m. to 7:00 p.m., Central Time, on all Collection days including holidays, except such Holidays specified in this Agreement, and 8:00 a.m. to 5:00 p.m., Central Time, on all other regular Business Days and the said staff must be competent personnel to handle calls and inquiries during the aforementioned hours. Any and all costs associated with the phone number shall be the sole responsibility of the Contractor.
- 10.02 The Contractor shall provide voicemail capabilities for after office business hours calls, so that Customers may leave messages. The voicemail message shall also provide a contact name and phone number to the Contractor's staff in case of an emergency, and the staff shall reasonably be available to respond to such call. Voicemail messages shall be responded to by 10:00 AM, Central Time on the next Business Day following the message.
- 10.03 The Contractor shall give immediate and courteous attention to all Customer inquiries and requests.
- 10.04 Contractor shall promptly resolve complaints.
- 10.05 The Contractor shall have staff on-call for after-hours problems and emergencies and shall provide the City with the contact information for such staff.
- 10.06 The Contractor shall maintain a log of all calls (inquiries, missed collections, and complaints), which includes, but not limited to:
- 10.06.1 The date and time of notification;
 - 10.06.2 Address and subdivision of occurrence/complaint;
 - 10.06.3 Nature of the inquiry/complaint;
 - 10.06.4 Manner of resolution and/or collection; and
 - 10.06.5 Time of resolution and/or collection.
- 10.07 All complaints reported to the City will be forwarded to the Contractor.
- 10.08 Any alleged Missed Collection will be managed in accordance with Section 6.07.

- 10.09 The Contractor shall notify the Contract Administrator within two (2) hours of receiving any complaint and the planned resolution. Complaints include, but are not be limited to, such issues as property damage, equipment leaks, spills, poor service, rude and discourteous service, unsafe operations, and suspicious behavior. The Contractor shall provide the City with a full explanation, in writing, within three (3) Business Days, of the disposition of any complaint.
- 10.10 The Contractor shall notify the City of any violations committed by the Customers relating to cleanliness and the creation of a nuisance on any property, either public or private.
- 10.11 The Contractor must report any evident odor or insect problems to the City via e-mail. The Contractor must notify all Customers of proper procedures for minimizing odors and insects.
- 10.12 Within twenty-four (24) hours of an incident involving an overloaded or underserved Customer, the Contractor must document the problem with photos and/or scale tickets, notify and recommend resolution of problems to the Customer, copying the City. If the Customer has front-load service and the Container is overloaded, the Contractor must notify the Commercial Customer, while still servicing the Customer (if safe) at no additional charge.
- 10.13 The Contractor shall provide a working (Microsoft Windows text compatible) copy of the Daily Call Log to the City by 4:00 p.m. each Monday. The working copy of the Daily Call Log will include all calls received during the preceding week.
- 10.14 The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace or compensate any private or public property which is damaged by Contractor. The Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, the Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to the Contractor of such damage. Such property damages shall be resolved by the Contractor either by repair or replacement or compensation, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.
- 10.15 If the Contractor fails to address the repair or replacement or compensation of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace or compensate such damaged property, and the cost of doing so shall be deducted from any payment to be made to the Contractor by City.
- 10.16 Within fifteen (15) Business Days of the Effective Date, the Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Agreement.

11.0 PUBLIC EDUCATION AND OUTREACH

- 11.1 The Contractor shall seek the City's written approval prior to distributing any communication to Customers.
- 11.2 The Contractor shall maintain an internet website that is available 24 hours per day, 7 days per week, subject to internet service provider availability to provide information related to Scheduled Collection Days, Set-out procedures, Customer inquiries and complaint procedures, and other information as requested by Contract Administrator.
- 11.3 The Contractor will notify, via a means and form approved by the Contract Administrator, all Producers about complaint procedures, rates, regulations, and Scheduled Collection Day(s) for Collections.
- 11.4 The Contractor shall coordinate with the City to provide public education and outreach materials and programs to schools, youth groups, civic groups, and other groups as deemed appropriate by the City.
- 11.5 The Contractor shall make available tours of the Material Recovery Facility (MRF) processing the Program Recyclable Materials Collected from the City to such groups as the City's Parks and Recreation summer camps and youth groups, civic groups, and other groups as deemed appropriate by the City.
- 11.6 Twice a year, the Contractor's expert shall provide Recycling education presentations to schools within the City.
- 11.7 The Contractor must comply with the City's request to supply a Collection vehicle and driver at no charge at public events for public outreach and education, subject to availability and a fourteen (14) calendar day notice.
- 11.8 The Contractor shall provide Recycling opportunity assessments at no cost to the City or the Customers. As part of the Recycling opportunity assessment, the Contractor shall provide, at a minimum, estimated cost savings to improve Recycling, tips to increasing Recycling and preventing waste, recommendations for right-sizing Collection services to increase diversion and save money, free resources such as Recycling posters, and recommendations for new or adjusted services levels.
- 11.9 In January of each year during the term of the Agreement, the Contractor shall pay the City a Public Education and Outreach Contribution in amount equal to \$1.14 per Residential Unit. The City may increase or decrease the Public Education and Outreach Contribution with ninety (90) days written notice to the Contractor.

12.0 ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS OR PROGRAM HOUSEHOLD HAZARDOUS WASTE AND ELECTRONICS

City reserves the right to add other Recyclable Materials and/or Program Household Hazardous Waste and Electronics to the program or delete Recyclable Materials and/or Program Household Hazardous Waste and Electronics from the program if the Parties agree it is economically and technically feasible. An increase or decrease in fees, if any, for addition or deletion of Recyclable Materials or Program Household Hazardous Waste and Electronics may be negotiated and implemented as a change in rate schedule by an amendment to this Agreement.

13.0 COMMINGLING OF MATERIALS PROHIBITED

- 13.01 Except, when approved in writing by the City, the Contractor shall not commingle the following materials:
- 13.01.1 Recyclable Materials from Residential Units collected under this Agreement with other materials;
 - 13.01.2 Recyclable Materials Collected with Recycling with Solid Waste, Yard Trimmings, Household Hazardous Waste, or other material;
 - 13.01.3 Yard Trimmings Collected with Recycling from Residential Units collected under this Agreement with other materials; or
 - 13.01.4 Yard Trimmings Collected with Recycling with Solid Waste, Recyclable Materials, Household Hazardous Waste, or other materials.
- 13.02 Commingling of materials in violation of this Agreement is a breach of the Agreement and may result, at the City's discretion, in administrative charges and/or termination of the Agreement.

14.0 DISPOSAL OF PROGRAM RECYCLABLE MATERIALS AND YARD TRIMMINGS PROHIBITED

- 14.01 The Contractor shall not Dispose of any Program Recyclable Materials or Yard Trimmings Collected for Recycling, or market such materials to markets that the Contractor knows or reasonably should have anticipated will Dispose of the materials, except when approved, in writing, by the City.
- 14.02 Disposal of Program Recyclable Materials or Yard Trimmings Collected for Recycling, or marketing of such materials to markets that the Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved by the City, is a breach of this Agreement and may result in administrative charges and/or termination of the Agreement with the Contractor.

15.0 PERFORMANCE MONITORING, NON-PERFORMANCE, AND ADMINISTRATIVE CHARGES

- 15.01 Performance Monitoring. The Contractor shall supervise and monitor all work specified in this Agreement. The City may administer and monitor the Contractor activities and performance with field monitoring and inspections. The Contractor shall have a representative available to meet with the City staff on a weekly basis and as needed to discuss performance, problems, and resolutions. The Contractor shall provide, within three (3) Business Days after a request by the City, explanations of non-compliance and action taken to rectify the problem.
- 15.02 Non-Performance.
- 15.02.1 The City may impose administrative charges when the City determines that performance is inconsistent with the provisions of this Agreement or performance has not occurred.

- 15.02.2 The City may deduct the full amount of any administrative charges from any payment due to the Contractor. The remedy available to the City under this section shall be in addition to all other remedies in which the City may have under the law, at equity, or pursuant to the terms of this Agreement. For the purposes of this Agreement, the Contractor shall not be deemed liable for administrative charges if its inability to perform Collection services is as a result of an event of Force Majeure, as set forth in this Agreement, provided however, that the Contractor shall obtain approval from the City for the delay prior to 3:00 p.m. on the Scheduled Collection Day.
- 15.02.3 The Contractor's obligations to make payments for the administrative charges under this Agreement, which occur prior to the expiration or termination of the Agreement, shall survive the termination or expiration of the Agreement.
- 15.02.4 For the purpose of computing administrative charges under the provisions of this section, it is agreed that the City may deduct from payments due or to become due to the Contractor the amounts specified below as administrative charges.
- 15.02.5 The City shall submit a summary of offenses and the administrative charges for the Non-Performance and the deduction in payment with the monthly Residential Unit count.

15.03 Administrative Charges for Non-Performance.

- 15.03.1 Failure to complete all Collections between 7:00 a.m. and 7:00 p.m.: \$1,000 per route.
- 15.03.2 Missed collection: \$50 per missed collection in excess of two (2) missed collections per day. A missed collection occurs when a Customer reports a missed collection, the address was not reported by the Contractor as an Unacceptable Set-out, and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on street.
- 15.03.3 Missed Residential Unit block: \$500 per incident the Contractor failing to pick up material on a block containing Residential Units. A missed Residential Unit block is where three (3) Residential Units on one side of a street between cross streets, or an entire cul-de-sac report a missed collection. A missed Residential Unit block occurs when the addresses reporting missed collections were not reported by the Contractor as Unacceptable Set-outs and the Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.
- 15.03.4 Failure to correct a missed Collection as specified in this Agreement: \$200 per occurrence.
- 15.03.5 Failure to clean up spill as specified in this Agreement: \$200 per incident.
- 15.03.6 Failure to provide Collection at the same Customer two (2) or more times within a thirty-day (30) period: \$150 per occurrence over one (1) occurrence.

- 15.03.7 Failure to address property damage in accordance with the Agreement: \$500 per occurrence.
- 15.03.8 Failure to distribute Public Education and Outreach materials, including, but not limited to, Unacceptable Set-out Notice and Program Introduction Notice, meeting the specifications of this Agreement in accordance with this Agreement: \$100 per occurrence.
- 15.03.9 Failure or neglect to correct chronic problems in any category of service, including failure to meet any of the requirements as listed in the Agreement (chronic shall mean three (3) or more similar incidents at the same premises within a 14 calendar day period): \$500 per occurrence.
- 15.03.10 Failure to submit an accurate daily, monthly, quarterly, or annual report in the specified format, as required by this Agreement: \$500 per report per calendar day.
- 15.03.11 Failure to submit an accurate accounting (i.e. invoice, quarterly and annual reports, and/or complaint reports in the specified format): Non-payment until an accurate monthly accounting is submitted.
- 15.03.12 Failure to maintain vehicle in accordance with this agreement: \$100 per vehicle per calendar day.
- 15.03.13 Failure to respond to any Customer complaint in accordance with this Agreement: \$100 per incident per calendar day.
- 15.03.14 Failure to return Carts and Commercial Containers to approximately the original location: \$25 per incident.
- 15.03.15 Failure to close Commercial Container enclosures: \$50 per incident.
- 15.03.16 Failure to be prepared to perform services on or after the commencement date: \$3,000 per calendar day.
- 15.03.17 Failure to meet minimum Processing requirements: \$500 per calendar day.
- 15.03.18 Commingling of materials in violation of this Agreement: \$1,000 each incident.
- 15.03.19 Disposal of Program Recyclable Materials or Yard Trimmings: \$2,000 each incident.

16.0 RECYCLABLE MATERIALS CHARACTERIZATION AUDITS, RECYCLABLE REVENUES, AND FRANCHISE FEE

- 16.01 Recyclable Materials Characterization Audits. The Contractor, at the Contractor's sole expense, may conduct Characterization Audits. Example protocol for such Characterization Audits is provided in Exhibit D.
- 16.02 Recyclable Materials Revenues. Contractor shall retain all revenues from the sale of Recyclable Materials.

- 16.03 **Franchise Fee.** For the right and privilege of using the City's public streets and right-of-ways to provide Services to within the City, the Contractor shall pay to the City a franchise fee equal to five (5%) percent of the gross receipt resulting from the operation of Services within the City.

17.0 CUSTOMER COUNTS, BILLING AND PAYMENTS, ADJUSTMENTS, DELINQUENT AND CLOSED ACCOUNTS, AND PAYMENT OF FINES AND PENALTIES

- 17.01 **Customer List.** The City shall provide the Contractor a Customer list for Residential Units identifying each by address. The Contractor shall provide the City a Customer list for all other Customers, identifying each by level of service, address, name, and contact information. The City and Contractor shall update the Customer list each month. The Contractor shall report to the Contract Administrator the address of a Residential Unit where materials are placed for Collection and that is not on the then current Residential Unit Customer list.

17.02 Billing and Payments.

- 17.02.1 The Contractor shall not bill and shall not receive any payments for Services to Municipal Facilities or Special Services.
- 17.02.2 The City shall bill and collect payments, including delinquent accounts, for all Basic Services during the term of this Agreement. The Contractor shall bill and collect payments, including delinquent accounts, for all services other than the Basic Services. Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 17.02.3 The Contractor shall bill and collect payments, including delinquent accounts, for all services from Commercial Customers and other Customers as authorized by this Agreement. The City shall have the right to approve the format and textual content of the bills. The billing methods and arrangements may from time to time be changed by the Contractor upon written approval by the City. The Contractor shall bill the Customers no later than thirty (30) calendar days after the Contractor provided the Service. Such bills will include any and all appropriate state or federal sales or services taxes, if any, now in existence or that may hereafter be imposed.
- 17.02.4 The Contractor shall bill Customers in accordance with this Agreement and then-current rate schedule plus the then-current Franchise Fee. The Contractor shall not bill Customers for any fees, including fuel charges and other charges or fees, other than those specifically authorized in this Agreement.
- 17.02.5 Within thirty (30) calendar days of the end of each month during which Services are provided by the Contractor hereunder, the Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Basic Services for Residential Units based on the Customer list for the prior month. The City shall remit to the Contractor payment, less any Public Education and Outreach Contribution, Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this

Agreement, for services rendered by the Contractor to Residential Units within thirty (30) calendar days after receipt of invoice.

17.02.6 Within thirty (30) calendar days of the end of each month during which Services are provided by the Contractor hereunder, the City shall submit to the Contractor an invoice setting forth sums due by the Contractor for Franchise Fees and other payments based on the Customer list for the prior month. Contractor shall remit to the City payment for Franchise Fees and other payments in accordance with this Agreement for Services rendered by the Contractor to Commercial Units and payments due within thirty (30) calendar days after receipt of invoice.

17.03 Adjustments. The Contractor shall submit a written request for modification to fees on or before June 1, 2016 and every June 1st thereafter. If Contractor fails to submit a written request for modification to rates on or before June 1st, Contractor waives the right for a modification to rates.

All fees in Exhibit C shall remain fixed from the execution of this Contract through January 1, 2017. The adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers ("CPI") and the Diesel Fuel price index by the United States Department of Energy (DOE) as set forth herein. The Contractor agrees the annual modifications, the sum of the CPI Adjustment and Fuel Adjustment, shall not exceed five percent (5%) for any single year.

17.03.1 CPI Adjustment. Fees will remain fixed as set forth on Exhibit C and will not be adjusted for changes in the CPI (as hereinafter defined), until January 1, 2017. Subject to the submission of a written request as provided by this Section 17.03, commencing on January 1, 2017, and continuing annually on each January 1st, fees set forth on Exhibit C, excluding Public Education and Outreach Contribution and Franchise Fee, may only be adjusted by eighty percent (80.0%) of the Consumer Price Index for All Urban Consumers Houston-Galveston-Brazoria, TX Region, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") increase or decrease from the most recent October to the preceding October. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

17.03.2 Fuel Adjustment. Fees will remain fixed as set forth on Exhibit C and will not be adjusted for changes in the fuel price (as hereinafter defined), until January 1, 2017. Subject to 17.03.04, commencing on January 1, 2017 and continuing annually on each January 1st, Fees set forth on Exhibit C through F, excluding Public Education and Outreach Contribution and Franchise Fee, shall be adjusted by twenty percent (20.0%) of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast increase or decrease during the preceding twelve months. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. The Fuel Adjustment shall be based on the change in the index from the most recent price as of October 1st and the price as of the previous October 1st.

17.04 Delinquent and Closed Accounts. The Contractor shall discontinue Basic Services to any Residential Unit set forth in a written notice sent by the City. Upon receiving notification by the City, the Contractor shall resume Basic Services on the next regularly Scheduled Collection Day.

17.05 Payment of Fines and Penalties. The Contractor shall pay any and all fines or penalties assessed against the City by any organization having jurisdiction over the Contractor for violations of applicable laws, codes, regulations, or orders arising out of or in connection with the Contractor's performance of services under this Agreement.

18.0 RECORDKEEPING AND REPORTING

18.01 The Contractor shall be responsible for maintaining and submitting daily and weekly reports as required by Agreement and Contract Administrator. The reports are to include, but are not limited to, the following:

- a. Daily Call Log – Log specified in this Agreement
- b. Call Summaries – Spreadsheets listing the number of calls received:
 - i. From each subdivision
 - ii. Classified by type of call (missed collection, complaint, house side service request, inquiry) on each day of each month of the reporting period

18.02 The Contractor shall be responsible for maintaining and submitting monthly and annual reports. Reports shall be submitted to the City no later than fourteen (14) days following the end of the reporting period. Reports will have the information specified below and be in a Microsoft compatible digital format. The reports are to include the following:

- c. Summary Letter – Cover letter that describes the reporting period's problems, accomplishments, trends, observations, and other pertinent information.
- d. Amount of Solid Waste, Program Recyclable Materials, Yard Trimmings, and Bulky Waste Collected – Spreadsheet listing amounts (in tons/pounds) of Solid Waste, Program Recyclable Materials, Yard Trimmings, and Bulky Waste collected from Residential Units, Commercial Units, Municipal Facilities, Roll-offs, Special Events, and Special Collection. The Spreadsheet must also include year-to-date totals.
- e. Recyclable Materials Set Out Rates – Spreadsheet listing subdivisions and the percent of households that set out Recyclables for Collection. Set out rates shall be provided on a quarterly basis.
- f. Recyclable Materials profit/loss report – Total volumes of each material collected, profit from each material collected, and both detailed and total expenses incurred during collection and processing of materials.
- g. Customer List for House Side Service – identify each by address.
- h. Commercial Customers – identify each by address and level of service, name, and contact information.
- i. Billing and Revenue Documentation– documentation justifying Contractor's billings and revenue derived by the Contractor for Services within the City.
- j. Public Education and Outreach Contribution and Franchise Fee Documentation- documentation justifying Contractor's Public Education and Outreach Contribution and Franchise Fee.

- 18.03 Annual reports shall be sworn to as being based upon audited performance of the Contractor for the period for which the report is filed.
- 18.04 The Contractor shall submit reports to the City via e-mail.
- 18.05 The City shall have access and a right to inspect, examine, or copy, within five (5) business day of written notice to the Contractor, all books, records, accounting procedures, practices, price lists, electronic files, data, and documents related to the goods and/or services under this Agreement.
- 18.06 The City shall have access, within five (5) business day of written notice to the Contractor, to inspect the Contractor's facilities and equipment as the City deems reasonably necessary to determine whether the services required to be provided by the Contractor under this Agreement conform to the terms hereof. Additionally, the City may perform field audits, including, but not limited to, route audits, without prior notice to the Contractor, to assure that services required to be provided by the Contractor under this Agreement are conducted in compliance with the terms of this Agreement, if applicable. The City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. The Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by the City.
- 18.07 The Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of five (5) years following the expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the five (5) year period, the records shall be maintained for five (5) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five (5) year retention period, whichever is later.
- 18.08 The Contractor's obligation under this section shall survive the expiration or termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

19.01 Compliance with Laws. The Contractor agrees to comply with, and shall cause its employees, agents, and subcontractors to comply with, all applicable laws, including state and federal laws and city ordinances. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of the City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that if the City calls the attention of the Contractor to any such violations on the part of the Contractor, then the Contractor shall immediately desist from such activity and correct such violation.

19.02 Safety Regulations. The Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers are safe and in a healthy work environment. Performance of work shall strictly comply with the U.S. Occupational Health and Safety Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state, or local authority having jurisdiction therefor.

19.03 Hazardous and Special Waste. When the Contractor takes possession of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Waste, and Household Hazardous Waste and/or Electronics the Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such waste. In the event the Contractor generates, transports, stores, treats, or disposes of such materials, the following provisions apply and the Contractor agrees to:

19.03.01 Ensure that all shipments of such materials are accompanied by proper shipping papers and documents as are required for the lawful transport of such materials and that packages or containers comply with applicable law, including, without limitation, DOT regulations;

19.03.02 Establish and follow all health and safety plans to protect the environment and the Contractor's employees from the hazards and risks from handling or working with such materials; and

19.03.03 Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of such materials. The drivers and trucks supplied by the Contractor shall be trained, authorized, equipped, permitted, and licensed to carry such material, in accordance with prudent safety precautions and applicable law. Trucks and other equipment used by the Contractor for performance of the work shall be in first-class operating condition, shall be suitable for the particular work requested, and shall be routinely inspected by the Contractor and timely maintained.

20.0 NON-DISCRIMINATION

The Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of race, sex, age, creed, color, religion or national origin. The Contractor must be an equal opportunity employer.

21.0 INDEMNIFICATION

21.01 The Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the Contractor's negligence, intentional, or acts of willful misconduct or those of its subcontractors, agents or assigns.

21.02 **THE CONTRACTOR SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, FINES, DEMANDS, LOSS, DAMAGE, SUIT, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, CAUSED BY THE NEGLIGENT, INTENTIONAL OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT.**

22.0 LICENSES, PERMITS, CERTIFICATES, AND TAXES

The Contractor shall obtain, at its expense, any and all necessary licenses, permits and certifications required by the city, county, state, and federal government for the performance of the services under this Agreement. The Contractor shall obtain certificates of compliance where required. The Contractor shall promptly pay all taxes required by the City, County, and State.

23.0 FORCE MAJEURE

If City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations under this Agreement:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

24.0 ASSIGNMENT OF AGREEMENT

Neither party shall assign this Agreement without the other party's prior written consent.

25.0 APPLICABILITY OF AGREEMENT

The Contractor shall provide Solid Waste Services and Recycling Services within the corporate limits for and on behalf of the City to the designated Residential Units, Commercial Units, Roll-off Services, Municipal Facilities, Special Events, and Special Collections covered by this Agreement.

26.0 TITLE TO WASTE MATERIAL AND RECYCLABLE MATERIALS

26.01 Title to Solid Waste, Recyclable Materials, Yard Trimmings, and Bulky Waste shall pass to the Contractor when placed in the Contractor's Collection vehicle.

26.02 Title to and liability for any Unacceptable Waste shall remain with the Producer or Customer of such waste and shall at no time pass to the Contractor nor the City.

27.0 TERMINATION OF AGREEMENT

- 27.01 In the event of a failure by the Contractor to perform any material provision of this Agreement, the City shall give written notice of such breach to the Contractor along with a thirty (30) day notice (the "cure period") to correct such breach. The City may terminate this Agreement after such cure period if the Contractor has not adequately corrected such breach in accordance with this Agreement and the City so notifies the Contractor in writing of such termination action. Upon the effective date of termination as contained in the notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all Services in connection with this Agreement. At such time, the City shall pay the Contractor only for charges and fees in which Services performed on or before such termination date. In the event such termination occurs, the City, as its sole and exclusive remedy may exercise its rights under the Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Agreement for the remainder of the time period covered by the initial term of this Agreement or extension thereof.
- 27.02 The following, by way of example, but not of limitation may be considered a default and grounds for cancellation, in whole or in part:
- 27.02.1 Failure of the Contractor to perform or observe any of the obligations, covenants, agreements, and conditions, required to be performed or observed herein;
 - 27.02.2 Failure of the Contractor to commence work operations within the time specified in the Agreement;
 - 27.02.3 Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations;
 - 27.02.4 Evidence that the Contractor has abandoned the work;
 - 27.02.5 Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;
 - 27.02.6 Failure on the part of the Contractor to comply with the terms of the Agreement or any requirements given by the City provided for in this Agreement;
 - 27.02.7 Indication that the Contractor has made an unauthorized assignment of the Agreement or any funds due therefrom for the benefit of any creditor or for any other purpose.
- 27.03 Within thirty (30) days after the date of termination, the Contractor shall submit a statement to the City showing in detail the Services performed under this Agreement to the date of termination. The City agrees to compensate the Contractor for that portion of the prescribed charges for which the Services were actually performed under this Agreement and not previously paid.
- 27.04 A copy of the notice of termination, in whole or in part, shall be served on the Contractor's Surety when the Contractor has defaulted. When the Agreement is terminated, the Contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the Surety must remedy the default as provided in the Performance Bond attached as Exhibit A The Surety, in such event, shall assume the Contractor's place in all respects and shall be bound by all terms and conditions of this Agreement.
- 27.05 In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by the Contractor.

- 27.05.1 If the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor.
- 27.05.2 The City may withhold all or part of any sums which would otherwise be due to the Contractor, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
- 27.05.3 In the event that the Contractor shall fail to perform any of the material provisions of this Agreement, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time the Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by the City, the same is a violation of this Agreement, subject to the non-compliance penalty set forth in this Agreement. This remedy is hereby expressly made cumulative of other remedies available to the City, at law or in equity, for the breach of this Agreement.
- 27.06 In the event of a failure by the City to perform any material provision of this Agreement, the Contractor shall give written notice of such breach to the City along with a thirty (30) day notice (the "cure period") to correct such breach. The Contractor may terminate this Agreement after such cure period if the City has not adequately corrected such breach in accordance with this Agreement and the Contractor so notifies the City in writing of such termination action. At such time, the City shall pay the Contractor for all charges and fees for the Services performed on or before such termination date.
- 27.07 The City's fiscal year ends each June 30. If, for any reason, funds are not appropriated by the City to continue the Agreement in any new fiscal year, the Agreement shall become null and void on the last day of services for which funds are appropriated. The Agreement will then be terminated without penalty of any kind to the City.

28.0 CONTRACTOR'S PROPERTY

All containers, vehicles, and any other equipment that the Contractor furnishes under this Agreement shall remain the Contractor's property. In the event that the Contractor purchases Carts for Residential Units, the Contractor shall be the owner of the Carts until the expiration or termination of the Agreement at which time the Contractor shall transfer title to the Carts without liens to the City if the City, at City's sole option, elects to own the Carts.

29.0 NOTICE

All notices or other communication requirements under this Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class U.S. mail, posted prepaid,

registered or certified with return recipient requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party, commercial delivery service, for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by facsimile to the addressee or by electronic mail. Notice shall be deemed to have been given when the notice is deposited with the U.S. Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by giving thirty (30) days written notice to the other party in the manner set forth herein.

If to the City:

City of Missouri City
City Manager
1522 Texas Parkway
Missouri City, Texas 77489
E-mail: purchasing@missouricitytx.gov

If to the Contractor:

Matt Graham
~~General Manager~~ Regional Vice President
8515 Highway 6 South
Houston, TX 77083

30.0 INDEPENDENT CONTRACTOR

The relationship of the Contractor to the City shall be that of an independent contractor, and no principal-agent or employer-employee relationship between the Parties is created by this Agreement. By entering into this Agreement with the City, the Contractor acknowledges that it will, in the performance of its duties under this Agreement, be acting as an independent contractor and that no officer, agent, or employee of the Contractor will be, for any purpose, an employee of the City and that no officer, agent, or employee of the Contractor is entitled to any of the benefits and privileges of a City employee or officer under any provision of the statutes of the State of Texas or the Charter and ordinances of the City.

31.0 PERFORMANCE BOND

- 31.01 Upon the execution of this Agreement, the Contractor shall make, execute, and deliver to the City a good and sufficient Performance Bond in a form approved by the City to secure the full, complete, and faithful performance of the terms and conditions of this Agreement.
- 31.02 The Surety shall be a surety company duly authorized to do business in the State of Texas, having an "A" or better rating by A.M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to the City.
- 31.03 The Contractor shall pay all premiums chargeable for the Performance Bond.
- 31.04 The Performance Bond shall be valid and non-cancelable for a period of one year. Thereafter, the Contractor must renew or obtain a new Performance Bond each year of the Agreement. Each Performance Bond must be valid and non-cancelable and comply

with the requirements of this Agreement. The Contractor shall provide the City with a renewed or new Performance Bond on 1st day of January of each Agreement year.

- 31.05 The Performance Bond must be in an amount equal to or greater than the amount of twelve (12) calendar months of fees to be paid to Contractor by City and Customers.
- 31.06 The Contractor shall ensure that the Performance Bond is signed by the president or vice-president of the Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal.

32.0 INSURANCE

- 32.01 The Contractor shall be solely responsible for any insurance required under the terms of this Agreement, including, but not limited to, payment of premium and deductibles whether or not the City is an insured under the policy, and for any additional insurance it deems necessary. The City does not and shall not carry insurance policies covering the Contractor.
- 32.02 The Contractor shall procure and maintain, during the term of this Agreement and any extensions thereof, the types of insurance and coverages that comply with the insurance requirements shown in the attached Exhibit B. The Contractor must notify the City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this Agreement.
- 32.03 The Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by the Contractor to cover its work hereunder. The Contractor shall be held responsible for any modification, deviation, or omissions in the insurance requirements.
- 32.04 The City shall retain the right, at any time, to review coverage, form, and amount of insurance coverage.
- 32.05 The procuring of the required policy or policies of insurance shall not be construed to limit the Contractor's liability to fulfill the indemnification provisions and the requirements under this Agreement. Notwithstanding said policy or policies of insurance, the Contractor shall be obligated for the full and total amount of any damages, injury, or loss caused by the action or inaction of the Contractor in connection with this Agreement.
- 32.06 All insurance certificates shall be received and approved by the City before the Contractor will be allowed to commence or continue work.
- 32.07 Notice of accident (occurrence) and claim shall be given to the insurance company and the City as soon as practicable after notice to the insured of any incident (occurrence) or claim.
- 32.08 The obligations of the Contractor pursuant to this section shall survive the expiration or termination of this Agreement.
- 32.09 Failure to comply with any term of this section is a breach of this Agreement and may result in the termination of this Agreement.

33.0 TRANSITION SUPPORT

- 33.01 The Contractor understands, acknowledges, and agrees that a smooth transition of Services under this Agreement from one provider to another is essential for the health and safety of the City and its residents.
- 33.02 The Contractor understands, acknowledges, and agrees that the failure of the Contractor to timely and promptly transition Services under this Agreement may create serious health and safety issues for the City and its residents.
- 33.03 The Contractor understands, acknowledges, and agrees that the City does not possess the necessary manpower or equipment to provide Services under this Agreement.
- 33.04 The Contractor shall cooperate fully and timely with the City, and any previous and subsequent provider(s), in any transition of Services.
- 33.05 The Contractor shall cooperate fully with the City in:
 - 33.05.1 The transition to the Contractor from the previous provider(s) upon the Commencement Date;
 - 33.05.2 The transition from the Contractor to subsequent provider(s), or the City, upon the expiration of the initial term or optional renewal term; and
 - 33.05.3 The transition from the Contractor to subsequent provider(s), or the City, upon termination of the Agreement.
- 33.06 The Contractor agrees to pay the City for any expenses incurred with the transitioning process if the Contractor fails to fully and completely transition in accordance with this Agreement and the City engages in the services of another service provider to fully and completely transition in accordance with this Agreement. In the event the City is unable to secure the immediate services of another Solid Waste Provider to assist with the transition, the City may pursue all equitable, contractual and legal remedies available to the City under the law.

34.0 MISCELLANEOUS TERMS

- 34.01 The Contractor understands and acknowledges that the City is subject to the Texas Open Records Act and therefore cannot assure the confidentiality of the terms or other information provided by the Contractor pursuant to this Agreement. The Contractor agrees to comply with the City's request for information under the Open Records Act.
- 34.02 The Contractor shall have no confidentiality obligation with respect to any Services provided pursuant to this Agreement.
- 34.03 This Agreement shall be binding upon and inure solely for the benefit of the parties and their permitted successors or assigns.
- 34.04 If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable, but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be

severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

- 34.05 The failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.
- 34.06 This Agreement shall be interpreted and governed by the laws of Texas and venue shall be in Fort Bend County.
- 34.07 This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement.
- 34.08 If during the term of this Agreement, the Contractor enters into or amends a contract with another municipal entity, Homeowners Association, or Municipal Utility District within the Harris County, Fort Bend County, and Brazoria County to provide Services for a lower rate, then the City's applicable Unit Prices or rates shall be reduced to the applicable Unit Prices or rates of such entity. The Contractor agrees to notify the City of such contract and provide the City with a copy of the contract and the rate or fee schedule(s).
- 34.09 The Contractor agrees that it has investigated and examined all streets, overhead trees, wires and such other attributes of the City and the requirements of this Agreement that may affect the Contractor's full and complete performance of this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.
- 34.10 The City and the Contractor agree to use their best efforts and cooperate with each other to amend this Agreement to meet legal requirements or enter into a new lawful contract regarding the provision of the services contemplated by this Agreement.
- 34.11 If, however, a term, covenant, or condition in this Agreement is held to be invalid by any court of competent jurisdiction and the invalidity does not materially prejudice a party's rights or obligations under this Agreement or does not pertain to the exclusivity of Services, the invalidity shall not affect any other term, covenant, or condition herein contained. The Contractor must pay for any legal or consulting fees incurred by the City in connection with a lawsuit or claim related to the exclusivity of the Services.
- 34.12 All Exhibits and Appendices attached hereto and the documents comprising the Request for Proposal containing additional terms of this Agreement are incorporated into this Agreement by reference. In the event of a conflict between the exhibits and appendices attached hereto, the Request for Proposal, and this Agreement, this Agreement shall prevail.

EXHIBIT A
CONTRACTOR'S PERFORMANCE BOND

To be provided by Contractor.

Performance Bond

Bond No: K08982491

KNOW ALL MEN BY THESE PRESENTS, that Waste Corporation of Texas, L.P., 8515 Highway 6 South, Houston, TX 77083, the Principal, and Westchester Fire Insurance Company, 436 Walnut Street, P.O. Box 1000, Philadelphia, PA 19106 the Surety, are held and firmly bound unto the City of Missouri City, 1522 Texas Parkway, Missouri City, TX 77489, as Obligee, in the penal sum of Four Million, One Hundred Eighty-Three Thousand, Nine Hundred Seventy-Two and 00/100 Dollars (\$4,183,972.00) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for Solid Waste and Recycling Services Agreement, with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:


1. This bond is for the term beginning January 1, 2016 and ending December 31, 2016.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

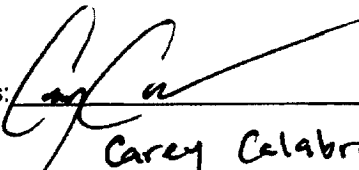
Signed, sealed and executed this 11th day of September 2015.

Waste Corporation of Texas, L.P.
Principal

Westchester Fire Insurance Company
Surety

By: 
Matthew Graham - RV10 Title
(Corporate Seal)

By: 
Julie K. Bowers, Attorney-In-Fact
(Corporate Seal)

Witness: 
Carey Calabrese

Witness: 
Patricia A. Temple

Agent of record:

Evergreen/UNI, LLC
Julie K. Bowers
6140 Parkland Boulevard, Suite 300
Mayfield Heights, OH 44146-3073

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Joy Bauer, Julie K Bowers, Kathleen P Price, Kathy J Goe, Patricia A Temple, Sandra D Cikraji, all of the City of CLEVELAND, Ohio, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Ten million dollars & zero cents (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

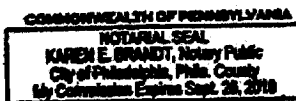


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 10 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11 day of September, 2015.



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 10, 2017.

Texas Department of Insurance



Certificate No. 15083

Company No. 08-005240

Certificate of Authority

THIS IS TO CERTIFY THAT

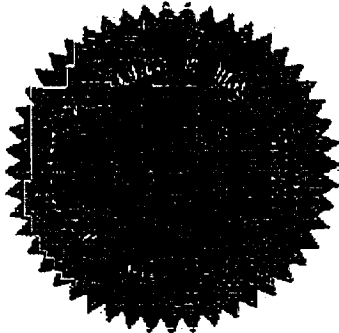
WESTCHESTER FIRE INSURANCE COMPANY

PHILADELPHIA, PENNSYLVANIA

has complied with the laws of the State of Texas applicable thereto and is hereby authorized to transact the business of

Fire; Allied Coverages; Hail-growing crops only; Rain; Inland Marine; Ocean Marine; Aircraft--Liability & Physical Damage; Accident; Health; Workers' Compensation & Employers' Liability; Employers' Liability; Automobile--Liability & Physical Damage; Liability other than Automobile; Fidelity & Surety; Glass; Burglary & Theft; Forgery; Boiler & Machinery; Credit; Livestock and Reinsurance on all lines authorized to be written on a direct basis

insurance within the state of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled or suspended according to law.



IN TESTIMONY WHEREOF, witness my hand and seal of office at Austin, Texas, this

25th day of January A.D. 2011

MIKE GIESLIN
COMMISSIONER OF INSURANCE

for Godwin Olumbebi, Director
Company Licensing & Registration

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2014

ADMITTED ASSETS

BONDS	\$1,978,280,686
SHORT - TERM INVESTMENTS	14,407,134
STOCKS	3,117
REAL ESTATE	0
CASH ON HAND AND IN BANK	(209,597,077)
PREMIUM IN COURSE OF COLLECTION*	77,396,247
INTEREST ACCRUED	19,326,013
OTHER ASSETS	132,043,591
TOTAL ASSETS	<u>\$2,011,859,711</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$185,962,253
RESERVE FOR LOSSES	904,379,052
RESERVE FOR TAXES	2,948,809
FUNDS HELD UNDER REINSURANCE TREATIES	5,973,257
OTHER LIABILITIES	6,538,206
TOTAL LIABILITIES	<u>1,105,801,577</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	298,429,489
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	124,168,040
SURPLUS (UNASSIGNED)	478,460,505
SURPLUS TO POLICYHOLDERS	<u>906,058,134</u>
TOTAL	<u>\$2,011,859,711</u>

(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2014.

Sworn before me this April 9, 2015



Senior Vice President



Notary Public

August 8, 2015
My commission expires

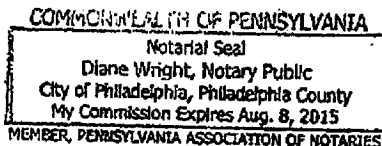


EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Agreement, the Contractor shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory limits
Coverage B - Employers Liability	\$1,000,000 per Employee per Disease
	\$1,000,000 per Employee per Accident
	\$1,000,000 by Disease aggregate

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	For property damage, bodily injury and clean up MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage	\$5,000,000 each occurrence
Combined – Single Limit	\$5,000,000 general aggregate

All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of this Agreement, the Contractor shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Contractor's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Agreement and can result in retraction by the City of the award of the Agreement to the Contractor or termination of this Agreement.

- The Contractor shall file proof of insurance meeting the requirements as set forth herein with the City. The Contractor shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and the City may terminate the Agreement with the Contractor.
- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Contractor for any damages arising from the Contractor's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

EXHIBIT C
CONTRACTOR'S FEES FOR SERVICES

Table C.1- City Program Services for Residential Customers

Description	Monthly Service Fee per Residential Customer ^{1,2}
City Program Basic Services	\$12.50 per month
Solid Waste Extra Cart Service	\$75.00 per year

1. Fee excludes Franchise Fee.

2. Includes Disposal and Processing of Collected material.

Table C.2- Monthly Fees for Solid Waste Services via Cart or Dumpster

Cart and Dumpster Type and Size	Weekly Collection Frequency ^{2,3}						
	1	2	3	4	5	6	7
95 Gallon Cart ¹	\$18.85	\$24.86	NA	NA	NA	NA	NA
2 CY Dumpster	\$97.77	\$146.65	\$218.54	\$263.11	\$327.81	\$392.50	\$452.89
3 CY Dumpster	\$104.96	\$159.59	\$232.91	\$284.67	\$355.12	\$425.57	\$467.27
4 CY Dumpster	\$112.14	\$169.65	\$251.61	\$306.24	\$382.44	\$429.20	\$524.78
6 CY Dumpster	\$140.90	\$218.54	\$319.18	\$392.50	\$491.71	\$586.60	\$682.93
8 CY Dumpster	\$169.65	\$261.67	\$391.07	\$478.77	\$598.10	\$716.00	\$826.70
10 CY Dumpster	\$194.10	\$294.74	\$428.45	\$514.71	\$631.17	\$783.57	\$970.48
2 CY Dumpster Compactor	\$193.00	\$239.00	\$307.00	\$350.00	\$411.00	\$472.00	\$529.00
3 CY Dumpster Compactor	\$199.00	\$252.00	\$321.00	\$370.00	\$437.00	\$503.00	\$542.00
4 CY Dumpster Compactor	\$206.00	\$261.00	\$339.00	\$390.00	\$462.00	\$549.00	\$597.00
6 CY Dumpster Compactor	\$234.00	\$307.00	\$403.00	\$472.00	\$566.00	\$656.00	\$747.00
8 CY Dumpster Compactor	\$261.00	\$348.00	\$471.00	\$554.00	\$667.00	\$778.00	\$883.00

1. Fee for Commercial Units.

2. Fee excludes Franchise Fee.

3. Includes Disposal of Collected material.

Table C.3- Fees for Extra Pick Ups for Solid Waste Services via Dumpster

Dumpster Type and Size	Fee ^{1, 2} (Per Pickup)
2 CY Dumpster	\$90.00
3 CY Dumpster	\$90.00
4 CY Dumpster	\$90.00
6 CY Dumpster	\$90.00
8 CY Dumpster	\$90.00
10 CY Dumpster	\$90.00
2 CY Dumpster Compactor	\$90.00
3 CY Dumpster Compactor	\$90.00
4 CY Dumpster Compactor	\$90.00
6 CY Dumpster Compactor	\$90.00
8 CY Dumpster Compactor	\$90.00

1. Proposed fee excludes Franchise Fee.
2. Includes Disposal of Collected material.

Table C.4- Monthly Fees for Program Recyclable Materials Services via Dumpster

Dumpster Type and Size	Weekly Collection Frequency ^{1, 2}						
	1	2	3	4	5	6	7
2 CY Dumpster	\$75.00	\$164.00	\$259.00	N/A	N/A	N/A	N/A
3 CY Dumpster	\$82.00	\$170.00	\$266.00	N/A	N/A	N/A	N/A
4 CY Dumpster	\$89.00	\$177.00	\$279.00	N/A	N/A	N/A	N/A
6 CY Dumpster	\$96.00	\$184.00	\$286.00	N/A	N/A	N/A	N/A
8 CY Dumpster	\$102.00	\$191.00	\$299.00	N/A	N/A	N/A	N/A
10 CY Dumpster	\$116.00	\$204.00	\$313.00	N/A	N/A	N/A	N/A
2 CY Dumpster Compactor	\$175.00	\$264.00	\$359.00	N/A	N/A	N/A	N/A
3 CY Dumpster Compactor	\$182.00	\$270.00	\$365.00	N/A	N/A	N/A	N/A
4 CY Dumpster Compactor	\$189.00	\$277.00	\$379.00	N/A	N/A	N/A	N/A
6 CY Dumpster Compactor	\$196.00	\$284.00	\$386.00	N/A	N/A	N/A	N/A
8 CY Dumpster Compactor	\$202.00	\$291.00	\$399.00	N/A	N/A	N/A	N/A

1. Fee excludes Franchise Fee.
 2. Includes Processing of Collected material.
- * Delivery Fee \$90.00 – after initial delivery

Table C.5- Proposed Fees for Extra Pick Ups for Program Recyclable Materials Services via Dumpster

Dumpster Type and Size	Fee ^{1,2} (Per Pickup)
2 CY Dumpster	\$90.00
3 CY Dumpster	\$90.00
4 CY Dumpster	\$90.00
6 CY Dumpster	\$90.00
8 CY Dumpster	\$90.00
10 CY Dumpster	\$90.00
2 CY Dumpster Compactor	\$90.00
3 CY Dumpster Compactor	\$90.00
4 CY Dumpster Compactor	\$90.00
6 CY Dumpster Compactor	\$90.00
8 CY Dumpster Compactor	\$90.00

1. Fee excludes Franchise Fee.
2. Includes Disposal of Collected material.

Table C.6- Fees for Solid Waste Services via Roll-off

Roll-off Type and Size	Container Rental Fee ¹ (Per Month)	Initial Delivery Fee ¹ (One-time)	Collection Fee ¹ (Per Pull)	Disposal Fee ¹ (Per Ton)
10 CY Roll-off	\$150.00	\$125.00	\$195.00	\$32.00/Ton
20 CY Roll-off	\$150.00	\$125.00	\$195.00	\$32.00/Ton
30 CY Roll-off	\$150.00	\$125.00	\$195.00	\$32.00/Ton
40 CY Roll-off	\$150.00	\$125.00	\$195.00	\$32.00/Ton

1. Fee excludes Franchise Fee.

Table C.7- Fees for Program Recyclable Materials Services via Roll-off

Roll-off Type and Size	Container Rental Fee ¹ (Per Month)	Initial Delivery Fee ¹ (One-time)	Collection Fee ¹ (Per Pull)	Disposal Fee ¹ (Per Ton)
10 CY Roll-off	\$150.00	\$125.00	\$225.00	\$15.00/Ton
20 CY Roll-off	\$150.00	\$125.00	\$225.00	\$15.00/Ton
30 CY Roll-off	\$150.00	\$125.00	\$225.00	\$15.00/Ton
40 CY Roll-off	\$150.00	\$125.00	\$225.00	\$15.00/Ton
25 CY Roll-off Compactor	\$425.00	\$225.00	\$225.00	\$15.00/Ton
30 CY Roll-off Compactor	\$425.00	\$225.00	\$225.00	\$15.00/Ton
40 CY Roll-off Compactor	\$425.00	\$225.00	\$225.00	\$15.00/Ton

1. Identify other Roll-off types and sizes to be provided, including proposed fees, if awarded the Contract.
2. Fee excludes Franchise Fee.

Table C.8- Fees for Commercial Containers

Description of Service	Fee ¹
Lock	\$10.00 per month
Set of Casters	\$15.00 per month
Opening and Closing of Enclosures	No Charge

1. Fee excludes Franchise Fee.

EXHIBIT D

RECYCLABLE MATERIALS CHARACTERIZATION AUDIT

The initial characterization audit shall be conducted in January 2016. Subsequent Characterization audits shall be conducted in January and June of each Agreement Year. The Contractor, at the Contractor's sole expense, shall conduct characterization audits in accordance with the following:

1. Each audit will be monitored by the Contractor and the City if City desires.
2. Audits of the Program Recyclable Material Collected from Residential Units via City Program will be conducted within the first month of service.
3. In addition, Program Recyclable Material Collected from Residential Service Customers via City Program will be conducted in two times per year (in January and June). Audits will not be conducted immediately after a holiday or during inclement weather.
4. Unless agreed to via email or other writing by the City, the City and the Contractor shall agree on an audit date a minimum of thirty (30) calendar days in advance.
5. The Processing Facility scales, including the vehicle and baler scales, shall be calibrated within thirty (30) calendar days of the audit. The Contractor shall provide documentation to the City of the scales calibration.
6. The City and the Contractor will agree to the description of each commodity and accepted Recyclable Materials in advance of the audit in written form.
7. The audit will be conducted based on a minimum of two (2) Loads per each scheduled Collection day for a calendar week from the Program Recyclable Material Collected from Residential Units via City Program.
8. The following procedure will be used for route selection: The City and the Contractor will agree upon a day to randomly draw routes from each Collection day at least two (2) weeks in advance of the audit.
9. The vehicles selected for the audit will be weighed full and empty to capture the tare weight of the truck and the weight of the load. On-file tare weights will not be acceptable during the audit.
10. The Contractor shall store the loads from the selected routes in a segregated area. The segregated area will have barriers in place to separate audit materials from any other materials that are delivered to the Processing Facility.
11. Immediately prior to Processing the audit materials, the Contractor will empty, clean and free of debris the system, sort line, bunkers, and balers. The tipping floor will be empty, clean and free of debris, with the exception of the segregated audit materials.
12. The City and the Contractor will ensure the number of employees available for the audit is appropriate to sort material and conduct the audit. The number of employees utilized for sorting materials will be consistent with typical operations.

13. The Contractor shall load recyclable materials onto the Single Stream line and run at normal Processing speed (25-30 tons per hour, or as designed) or slower. The Contractor will Process Recyclable Materials into the various commodity categories, Residue, and Contamination until a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials are Processed into Recovered Materials. A manual, hand-sort Residue and Contamination audit will be conducted to (i) confirm compliance with the requirement to Process a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials and (ii) determine the composition and quantity of Residue that are recoverable Program Recyclable Materials by commodity versus Contamination.
14. Once the Processing Facility sort line and employees have Processed all audit material, each commodity will be baled, weighed and documented with City representatives present. Each individual commodity bunker, Residue, and Contamination will be baled one at a time. Residue and Contamination will be weighed separately.
15. At the end of the audit day tally sheets of all bales counted and a copy of the scale ticket for each commodity, Residue and Contamination shall be provided to the City.
16. Within three (3) Business Days of the completed audit, the Contractor will provide a report detailing the individual truck tare weights, baled weights, and City-wide commodity and Residue and Contamination audit results.
17. If the audit results are disputed, then the City may request a new audit to be completed at Contractor's sole cost, within thirty (30) working days after receiving the audit report.
18. The City may take pictures prior to and during the audit.